

08-14-2003



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks

or attached original documents or copy thereof.

1. Name of conveying party(ies):

General Electric Capital Corporation

- ☐ Individual(s) ☐ Association
☒ Corporation-New York
☐ Other -

Additional name(s) of conveying party(ies) attached? ☐ Yes
☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: July 31, 2003

2. Name and address of receiving party(ies)

Name: Ableco Finance LLC

Internal

Address: _____

Street Address: 450 Park Avenue

City: New York State: NY Zip: 10022

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____

☐ Limited Partnership

☒ Corporation-State Delaware

☐ Other _____

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1268864

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Stanley Seuradge

Internal Address: Schulte Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York State: N.Y. Zip: 10022

6. Total number of applications and
registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel LLP

(Attach duplicate copy of this page if paying by deposit
account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of
the original document.*

Stanley Seuradge

Name of Person Signing

Signature

August 11, 2003

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/14/2003 DBYRNE 00000105 500675 1268864

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TRADEMARK
REEL: 002801 FRAME: 0455

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL ("Assignment"), dated as of July 31, 2003, by GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as agent under the Existing Credit Agreement referred to below (in such capacity, the "Assignor"), for the benefit of ABLECO FINANCE LLC, a Delaware limited liability company, as collateral agent under the Credit Agreement referred to below (in such capacity, together with any successors and assigns, the "Assignee").

RECITALS:

WHEREAS, Mid State Machine Products ("Mid State"), and certain of its affiliates, the Assignor, Wells Fargo Foothill, Inc., formerly known as Foothill Capital Corporation, as revolving credit agent, and the lenders party thereto (collectively, the "Existing Lenders") and GECC Capital Markets Group, Inc. ("GE Capital Markets"), as lead arranger, are parties to the Amended and Restated Credit Agreement, dated as of December 31, 2002, as amended to the date hereof (the "Existing Credit Agreement");

WHEREAS, as security for the obligations under the Existing Credit Agreement, Mid State entered into the Trademark Security Agreement, dated as of February 1, 2002 (the "Trademark Security Agreement") in favor of Assignor, which was recorded at the United States Patent and Trademark Office on or about February 7, 2002 at Reel/Frame No. 2451/0102;

WHEREAS, pursuant to the Trademark Security Agreement, Mid State pledged and granted to Assignor in its capacity as agent for the Existing Lenders, and Assignor accepted, a security interest in and to all of the right, title and interest of Mid State in the Trademark Collateral (as defined in the Trademark Security Agreement), whether then existing or thereafter acquired by Mid State (the "Assigned Interest"), including without limitation, the following:

- a. all of Mid State's Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- b. all reissues, continuations or extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- d. all products and proceeds of the foregoing, including, without limitation, any claim by Mid State against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

WHEREAS, Mid State and certain of its affiliates, the lenders party thereto (each a "Lender" and collectively, the "Lenders"), the Agents (as defined therein) and GE Capital Markets, as lead arranger, are entering into the Second Amended and Restated Credit Agreement, dated as of the date hereof (the "Credit Agreement"), which agreement will amend

and restate the Existing Credit Agreement and the Master Lease (as defined therein) in their entirety; and

WHEREAS, as a condition to the effectiveness of the Credit Agreement, and pursuant to the Resignation and Appointment Agreement, dated as of the date hereof, the Assignor has resigned as agent for the Existing Lenders under the Existing Credit Agreement and the Lenders have, appointed the Assignee as the Collateral Agent for the Lenders under the Existing Credit Agreement and the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby convey, sell, assign, transfer and set over unto Assignee for the benefit of the Agents and the Lenders all right, title and interest in and to the Assigned Interest.

IN WITNESS WHEREOF, Assignor has executed this Assignment through a duly authorized officer.

GENERAL ELECTRIC CAPITAL
CORPORATION, as agent

By:

Howard Norowitz
Name: Howard Norowitz
Title: Sr. Risk Mgr.

Connecticut
STATE OF ~~NEW YORK~~
Fairfield ss.:
COUNTY OF ~~NEW YORK~~

On this 30 day of July 2003, before me personally came Howard Norowitz to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Sr. Risk Mgr. of General Electric Capital Corporation, a New York corporation, and that he executed the foregoing instrument in the firm name of General Electric Capital Corporation, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Elizabeth R. Harkins
5-31-2007

Acknowledged and Agreed:

ABLECO FINANCE LLC, as Collateral Agent

By:

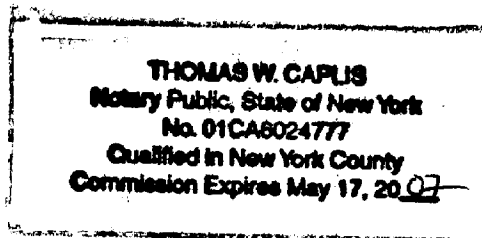
Name: Kevin Genda
Title: Chief Credit Officer

STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

On this 30 day of July 2003, before me personally came Kevin Genda, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Credit Officer of Ableco Finance LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of Ableco Finance LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

SCHEDULE I

| <u>Trademark Registration No.</u> | <u>Description</u> | <u>Registration Date</u> |
|-----------------------------------|---|--------------------------|
| 1,268,864 | THE MID-STATE TOMBSTONE Design portion is representation of a tombstone with the border lined for the color orange | 03/06/84 |